

Salem

2005

030426

ROCKINGHAM COUNTY  
REGISTRY OF DEEDS

**RELEASE DEED**

The **BOSTON AND MAINE CORPORATION**, a corporation duly organized and existing under the laws of the State of Delaware, with offices at Iron Horse Park, North Billerica, Middlesex County, Massachusetts (the "Grantor") in consideration of One and 00/100 (\$1.00) Dollar plus other good and valuable consideration paid to it by **STATE OF NEW HAMPSHIRE BUYING THROUGH ITS DEPARTMENT OF TRANSPORTATION, John Morton Building, 1 Hazen Drive, Concord, Merrimack County, New Hampshire 03302** the "Grantee") hereby grants to the Grantee all the Grantor's right, title and interest, without any warranties or covenants of title whatsoever, in a certain parcel of land, and the buildings, bridges, structures, crossings, fixtures and improvements thereon, if any, situated in Salem, County of Rockingham, State of New Hampshire, (the "Premises") described as follows:

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SEE EXHIBIT "A" ATTACHED HERETO AND  
MADE A PART HEREOF BY THIS REFERENCE.

This conveyance is subject to the following reservations, conditions, covenants and agreements:

1. This conveyance is made without granting any right of way, either by necessity or otherwise, over any remaining land or location of the Grantor.
2. The Grantor excepts from this conveyance and reserves unto itself, its successors and assigns, a permanent, non-exclusive right of way and through the Premises, a fifteen (15) ft. wide strip of land located seven and one half (7 1/2) feet on either side of the center line of the Premises for the purpose of accessing, constructing, installing, operating, maintaining, modifying, repairing, replacing, relocating and removing a telecommunications system or other system for transmission of intelligence or information by any means, whether now or existing or hereafter devised, including such poles, pipes, wires, fibers, fiber optic cables, repeater stations, attachments, appurtenances, structures or other equipment and

property of any description necessary or useful for the same (the "Telecommunications Easement"), together with the right of access to where the cable is to be located; provided, further this conveyance is made expressly subject to the right reserved to the Grantor, for itself, its successors and assigns and Grantor may freely lease, license, mortgage, assign, pledge and otherwise alienate the Telecommunications Easement. Provided further that the Grantor shall: (a) provide the Grantee with ten days notice of Grantor's intention to commence such installation; (b) obtain the Grantee's approval of the location of such proposed installation, which approval shall not be unreasonably withheld or delayed; (c) furnish the Grantee with a complete and detailed description of such installation, including any applicable plans and construction schedules; and (d) replace and/or restore the surface area, if any, disturbed by such installation to either (i) the condition thereof as of the date of this Release Deed; or (ii) if the surface has been paved, to a suitable back-filled and repaved condition. By the acceptance of this deed and as part consideration therefore, the Grantee hereby covenants and agrees for itself, its successors and assigns, to recognize this Telecommunications Easement reservation as a reserved right-of-way and easement appurtenant, and further covenants that upon the request of the Grantor, its successors and assigns, to execute documents suitable in form for recording in the Registry of Deeds which documents confirm and acknowledge this reservation to the Grantor's successors and assigns and acknowledges the right of the Grantor, its successors and assigns to assign same to third parties.

Said documents are to be executed without the payment of further consideration of any kind by the Grantor, its successors and assigns to the Grantee, its successors and assigns. Grantor indemnifies Grantee for any injury or damages arising out of any equipment installed pursuant to the telecommunication easement.

3. The Grantor excepts from this conveyance any and all railroad tracks, railroad track materials (including, but not limited to, ties, connections, switches and ballast) and/or related equipment of any description located in whole or in part within the Premises (the "Trackage") and this conveyance is subject to the right of the Grantor to enter the Premises from time to time and at any and all times within the ninety (90) day period commencing with and subsequent to the date of delivery of this deed, with such men, equipment and materials as, in the reasonable opinion of the Principal Engineering Officer of the Grantor, are necessary for the removal of the Trackage. Days during the months of December, January, February and March shall not be included in the aforesaid ninety (90) day period. If the Trackage is not removed from the Premises by the expiration of said ninety (90) day period,

the Trackage shall be deemed abandoned by the Grantor and shall then become the property of the Grantee.

4. ~~The Grantor excepts from this conveyance any and all advertising signs and/or billboards located upon the Premises which are not owned by the Grantor. Furthermore, this conveyance is subject to the right of the owners of said signs and/or billboards to go upon the Premises and remove them within ninety (90) days from the date of delivery of this deed.~~
5. By the acceptance of this deed and as part consideration therefor, the Grantee hereby assumes any and all agreements, covenants, obligations and liabilities of the Grantor in respect to any underground facilities, drainage culverts, walls, crossings and/or other structures of any nature and description located in whole or in part within the Premises.
6. The State of New Hampshire Department of Transportation ("NHDOT") hereby acknowledges that the NHDOT is purchasing the Premises "as is" "with all faults" and subject to the possible existence of hazardous materials, petroleum products and/or other pollutants regulated by law. Notwithstanding the foregoing, the NHDOT for itself, its successors, assigns and grantees hereby irrevocably waives, gives up and renounces any and all claims or causes of action against the Seller, its successors, assigns and affiliates, with respect to administrative or judicial proceedings and any remedial, removal, or response actions ever asserted, threatened, instituted, or requested by any person and/or governmental agency on account of (a) any release of oil or hazardous materials or substances of any description on, upon or into the Premises, in contravention of any ordinance, law or statute (including, but not limited to, the comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. 9601, et seq., as amended) on, upon, or into the Premises; and (b) any and all damage to real or personal property, natural resources, and/or harm or injury to persons alleged to have resulted from such release of oil or hazardous materials or substances upon the Premises.
7. ~~By the acceptance of this deed and as part consideration therefor, the Grantee hereby agrees to build and forever maintain fences (together with any necessary gates), suitable to the Principal Engineering Officer of the Grantor, along the boundaries of the Premises which are common to remaining land or location of the Grantor (the "Fences"), if Fences are ever required in the sole and reasonable opinion of said Principal Engineering Officer.~~

8. ~~This conveyance is subject to the following restriction for the benefit of other land or location of the Grantor, to wit: that from the date of delivery of this deed, the Grantor shall not be liable to the Grantee or any lessee or user of the Premises (or any part thereof) for any damage to any buildings or property upon them caused by fire, whether communicated directly or indirectly by or from locomotive engines of any description upon the railroad operated by the Grantor, or otherwise.~~
9. ~~By the acceptance of this deed and as part consideration therefor, the Grantee hereby agrees to make no use of the Premises which, in the sole and reasonable opinion of the Principal Engineering Officer of the Grantor, adversely affects, increases or decreases drainage to, from, upon or in any remaining land or location of the Grantor. The Grantee agrees to indemnify and save the Grantor harmless from and against any and all loss, cost, damage or expense including, but not limited to, the cost of defending all claims and/or suits for property damage, personal injury or death arising out of or in any way attributable to any breach of the foregoing covenant.~~
10. ~~The Grantor excepts from this conveyance any and all overhead, surface or underground signal and communication line facilities of the Grantor located within the limits of the Premises and this conveyance is subject to the Grantor's use of any such facilities in their present locations and entry upon the Premises from time to time to maintain, repair, replace, renew, relay or remove such facilities.~~
11. The requirement of deed stamps and Declaration of Consideration do not apply to this transaction pursuant to RSA. 78-B10,III.
12. Whenever used in this deed, the term "Grantor" shall not only refer to the **BOSTON AND MAINE CORPORATION**, but also its successors, assigns and affiliates and the term "Grantee" shall not only refer to the above-named Grantee, but also the Grantee's successors, assigns and grantees, as the case maybe.
13. The several exceptions, reservations, conditions, covenants and agreements contained in this deed shall be deemed to run with the land and be binding upon the Grantee forever. In addition to the acceptance and recording of this deed, the Grantee hereby signifies assent to the said several exceptions, reservations, conditions, covenants and agreements, by joining in its execution.

WITNESS WHEREOF, the said **BOSTON AND MAINE CORPORATION** has caused this release deed to be executed in its name and its corporate seal to be hereto affixed by David A. Fink, its Chief Executive Officer, thereunto duly authorized this 24<sup>th</sup> day of March, 2005.

**GRANTOR:  
BOSTON AND MAINE CORPORATION**



Dauren Ligon  
Witness

By: David A. Fink  
David A. Fink, Chief Executive Officer

**GRANTEE:  
STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION**

Christopher Mungen  
Witness

By: [Signature]

**APPROVED AND ACCEPTED:  
STATE OF NEW HAMPSHIRE  
OFFICE OF THE ATTORNEY GENERAL**

Sharon E. DeHart  
Witness

By: [Signature]

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

March 24, 2005

On this 24th day of March, 2005, before me, the undersigned notary public, personally appeared David A. Fink, its Chief Executive Officer of the **BOSTON AND MAINE CORPORATION** as aforesaid, proved to me through satisfactory evidence of identification, which was personal knowledge, to be a person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public: David V. [Signature]  
My Commission Expires: \_\_\_\_\_  
Notary Public  
My Commission Expires August 7, 2009



STATE OF NEW HAMPSHIRE

ss,

April 1, 2005

Then personally appeared Jack Harris the Director of the **STATE OF NEW HAMPSHIRE BUYING THROUGH ITS DEPARTMENT OF TRANSPORTATION**, and acknowledged the foregoing release deed to be his/her free act and deed and the free act and deed of said, before me.

Notary Public: Barbara R. Mapes  
My Commission Expires: \_\_\_\_\_

BARBARA R. MAPES, Notary Public  
My Commission Expires November 9, 2005



## EXHIBIT "A"

**BOSTON AND MAINE CORPORATION  
TO  
STATE OF NEW HAMPSHIRE  
SALE OF LAND  
IN  
SALEM, NEW HAMPSHIRE**

A certain parcel or strip of land (railroad right-of-way) located in the town of Salem, County of Rockingham, State of New Hampshire and being a portion of the railroad line sometimes referred to as the "Manchester and Lawrence Branch" so-called, and including all stations, building, bridges, structures, crossings, culverts, and improvements thereon and including all appurtenances thereto, being more particularly described as:

Beginning at a point designated as Engineering Station 1567+28.2 at the Massachusetts, New Hampshire stateline, on Federal Valuation Plan 10, Map 1;

Thence running in a northerly direction and terminating at a point designated as Engineering Station 1581+50 at the south sideline of property now or formerly owned by the State of New Hampshire;

Thence beginning at the north sideline of property now or formerly owned by the State of New Hampshire at Engineering Station 1587+76;

Thence running in a northerly direction to Engineering Station 1617+19 to land now or formerly owned by the State of New Hampshire as shown on said Federal Valuation Plan 10 Map 1.

Said parcels contain a total area of about 6.39 acres, more or less.

Said tracks include the entire width of said portion of said rail line including all appurtenances thereto and all fixtures attached or affixed thereon. Said right-of-way parcel run generally northerly direction and is more particularly defined as shown outlined within heavy dashed lines (— - - —) as shown on federal valuation plans on file with the Chief Engineer of the Boston and Maine Corporation, Iron Horse Park, North Billerica, Massachusetts and the State of New Hampshire, Department of Transportation, Bureau of Rail and Transit, 1 Hazen Drive, Concord, NH 03302